

The Honorable Thomas S Zilly

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ONKAR SINGH,

Plaintiff,

v.

EXPERIAN INFORMATION
SOLUTIONS, INC.,

Defendant.

NO. CV05-335Z

EXPERIAN INFORMATION
SOLUTIONS, INC.'S ANSWER TO
PLAINTIFF'S COMPLAINT

Defendant Experian Information Solutions, Inc. ("Experian") by its attorneys hereby answers the Complaint of Plaintiff Onkar Singh upon information and belief as follows:

1. In response to paragraph 1 of the Complaint, Experian admits that Plaintiff has alleged jurisdiction based on the Fair Credit Reporting Act, 15 U.S.C. §§ 1681(p), and the doctrine of supplemental jurisdiction, and that venue lies in the Western District of Washington. Experian states that this is a legal conclusion which is not subject to denial or admission.

EXPERIAN INFORMATION SOLUTIONS,
INC.'S ANSWER TO PLAINTIFF'S
COMPLAINT (CV05-335Z) - 1

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1 2. In response to paragraph 2 of the Complaint, Experian admits that Plaintiff
2 has alleged damages based on the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.*,
3 and state law obligations. Experian states that this is a legal conclusion which is not
4 subject to denial or admission.
5

6 3. In response to paragraph 3 of the Complaint, Experian does not have
7 knowledge or information sufficient to form a belief as to the truth of those allegations
8 and, on that basis, denies, generally and specifically, each and every allegation of
9 paragraph 3 of the Complaint.
10

11 4. In response to paragraph 4 of the Complaint, Experian admits that it is an
12 Ohio corporation, with its principal place of business in Costa Mesa, California.
13 Experian further admits that it is qualified to do business and does conduct business in
14 the State of Washington.
15

16 5. In response to paragraph 5 of the Complaint, Experian admits that it is a
17 consumer reporting agency as defined by 15 U.S.C. § 1681a(f) and, as such, issues
18 consumer reports as defined by 15 U.S.C. § 1681a(d). Except as specifically admitted,
19 Experian denies, generally and specifically, each and every remaining allegation of
20 paragraph 5 of the Complaint.
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22 6. In response to paragraph 6 of the Complaint, Experian denies, generally
23 and specifically, each and every allegation contained therein.
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1 7. In response to paragraph 7 of the Complaint, Experian admits that
2 Exhibit 1, attached to the Complaint, appears to be a copy of consumer correspondence to
3 Experian. Experian states that Exhibit 1 speaks for itself and on that basis, denies any
4 allegations of paragraph 7 inconsistent therewith.
5

6 8. In response to paragraph 8 of the Complaint, Experian denies, generally
7 and specifically, each and every allegation contained therein on the grounds that it does
8 not understand the allegations as pled.
9

10 9. In response to paragraph 9 of the Complaint, Experian does not have
11 knowledge or information sufficient to form a belief as to the truth of those allegations
12 and, on that basis, denies, generally and specifically, each and every allegation of
13 paragraph 9 of the Complaint.
14

15 10. In response to paragraph 10 of the Complaint, Experian admits that
16 Exhibit 3, attached to the Complaint, appears to be a copy of consumer correspondence to
17 Experian. Experian states that Exhibit 3 speaks for itself and on that basis, denies any
18 allegations of paragraph 10 inconsistent therewith.
19

20 11. In response to paragraph 11 of the Complaint, Experian does not have
21 knowledge or information sufficient to form a belief as to the truth of those allegations
22 and, on that basis, denies, generally and specifically, each and every allegation of
23 paragraph 11 of the Complaint.
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25
26

1 12. In response to paragraph 12 of the Complaint, Experian denies, generally
2 and specifically, each and every allegation contained therein.

3
4 13. In response to paragraph 13 of the Complaint, Experian denies, generally
5 and specifically, each and every allegation contained therein.

6
7 14. In response to paragraph 14 of the Complaint, Experian denies, generally
8 and specifically, each and every allegation contained therein.

9
10 15. In response to paragraph 15 of the Complaint, Experian denies, generally
11 and specifically, each and every allegation contained therein.

12
13 AFFIRMATIVE DEFENSES

14 FIRST AFFIRMATIVE DEFENSE

15 (FAILURE TO STATE A CLAIM)

16
17 The Complaint herein, and each cause of action thereof, fails to set forth facts
18 sufficient to state a claim upon which relief may be granted against Experian and further
19 fails to state facts sufficient to entitle Plaintiff to the relief sought, or to any other relief
20 whatsoever from Experian.

21
22 SECOND AFFIRMATIVE DEFENSE

23 (IMMUNITY)

24 Plaintiff's claims against Experian are barred by the qualified immunity of 15
25 U.S.C. § 1681h(e).

1 THIRD AFFIRMATIVE DEFENSE

2 (TRUTH/ACCURACY OF INFORMATION)

3 All claims against Experian are barred because all information Experian
4 communicated to any third person regarding Plaintiff was true.

5 FOURTH AFFIRMATIVE DEFENSE

6 (INDEMNIFICATION)

7 Experian is informed and believes and thereon alleges that any purported damages
8 allegedly suffered by Plaintiff are the results of the acts or omissions of third persons
9 over whom Experian has neither control nor responsibility.

10 FIFTH AFFIRMATIVE DEFENSE

11 (FAILURE TO MITIGATE)

12 Plaintiff has failed to mitigate his damages.

13 SIXTH AFFIRMATIVE DEFENSE

14 (LACHES)

15 The Complaint and each claim for relief therein is barred by laches.

16 SEVENTH AFFIRMATIVE DEFENSE

17 (CONTRIBUTORY NEGLIGENCE)

18 Experian is informed and believes and thereon alleges that any alleged damages
19 sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff himself and
20 resulted from Plaintiff's own negligence which equaled or exceeded any alleged
21 negligence or wrongdoing by Experian.

EIGHTH AFFIRMATIVE DEFENSE

(ESTOPPEL)

Any damages which Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of the Plaintiff. Therefore, Plaintiff is estopped and barred from recovery of any damages.

NINTH AFFIRMATIVE DEFENSE

(STATUTE OF LIMITATIONS)

Experian is informed and believes and thereon alleges that all claims for relief in the Complaint herein are barred by the applicable statutes of limitation, including but not limited to 15 U.S.C. § 1681p.

TENTH AFFIRMATIVE DEFENSE

(UNCLEAN HANDS)

The Complaint, and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

ELEVENTH AFFIRMATIVE DEFENSE

(INTERVENING CAUSE)

Any damages which Plaintiff may have suffered, which Experian continues to deny, were not the direct and proximate result of Experian's conduct, but of an independent intervening cause.

TWELFTH AFFIRMATIVE DEFENSE

(PREEMPTION)

To the extent that Plaintiff brings claims under state law provisions which are inconsistent with the Fair Credit Reporting Act, such claims are barred by the doctrine of Federal preemption.

THIRTEENTH AFFIRMATIVE DEFENSE

(FAILURE TO NAME PROPER PARTIES)

Plaintiff has failed to name all necessary indispensable parties.

FOURTEENTH AFFIRMATIVE DEFENSE

(RIGHT TO ASSERT ADDITIONAL DEFENSES)

Experian reserves the right to assert additional affirmative defenses as such time and to such extent as warranted by discovery and the factual developments in this case.

WHEREFORE, Defendant Experian prays as follows:

1. That Plaintiff take nothing by virtue of the Complaint herein and that her action be dismissed in its entirety;
2. For costs of suit and attorneys' fees herein incurred; and
3. For such other and further relief as the Court may deem just and proper.

1 DATED this 25th day of March, 2005.

2 SHORT CRESSMAN & BURGESS PLLC

3
4 By /s/ Michael J. Crisera
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9 Phone: (206) 682-3333
10 Fax: (206) 340-8856
11 Attorneys for Defendant

12 **CERTIFICATE OF SERVICE**

13 I hereby certify that on March 25, 2005, I electronically filed the foregoing to the
14 Clerk of the Court using the CM/ECF system which will send notification of such filing
15 to the following:

16 **Christopher E Green**
17 chris_green@msn.com

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